

CONSENT DECREE**I. INTRODUCTION**

1. This Consent Decree is entered into by and between the Bureau and Licensee, by their respective authorized representatives, for the purpose of resolving certain issues related to whether Licensee violated Sections 301 and 399B of the Act and Sections 73.503(d), 73.845 and 73.875 of the Rules with regard to the Station.

II. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) “Act” means the Communications Act of 1934, as amended.¹
 - (b) “Bureau” means the Media Bureau of the Federal Communications Commission.
 - (c) “Commission” or “FCC” means the Federal Communications Commission.
 - (d) “Communications Laws” means, collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which each Commission licensee is subject by virtue of its being a Commission licensee, including but not limited to the Underwriting Laws.
 - (e) “Compliance Plan” means the compliance obligations, program and procedures set forth in the Appendix to this Consent Decree.
 - (f) “Effective Date” means the date on which the Bureau releases the Order.
 - (g) “Execution Date” means the date on which this Consent Decree is executed by the latter of the Parties to do so.
 - (h) “Licensee” means Lighthouse Christian Center.
 - (i) “Order” means the Order of the Bureau adopting this Consent Decree.
 - (j) “Parties” means Licensee and the Bureau, each of which is a “Party.”
 - (k) “Petition” means the Petition to Revoke License filed by Saga Communications of New England, LLC on October 7, 2015, alleging violations of the Underwriting Laws, Section 301 of the Act and Sections 73.845 and 73.875 of the Rules.²
 - (l) “Permit Application” means the pending application to modify the Station’s license (File No. BPL-20151102AHI).
 - (m) “Rules” means the Commission’s rules, found in Title 47 of the Code of Federal Regulations.
 - (n) “Station” means low power FM station WLCQ-LP, Feeding Hills, Massachusetts (Facility ID 133854).
 - (o) “Underwriting Laws” means, individually or collectively, Section 399B of the Act, Section 73.503(d) of the Rules,³ and the decisions and orders of the Commission interpreting these provisions.

¹ 47 U.S.C. § 151 *et seq.*

² 47 U.S.C. § 301; 47 CFR §§ 73.845, 73.875.

³ 47 U.S.C. § 399b; 47 CFR § 73.503(d).

- (p) "Violations" means violations of the Underwriting Laws, Section 301 of the Act and Sections 73.845 and/or 73.875 of the Rules.

III. BACKGROUND

3. The Underwriting Laws define advertisements as program material broadcast "in exchange for any remuneration" and intended to "promote any service, facility, or product," of for-profit entities.⁴ Section 399B(b)(2) specifically provides that noncommercial educational stations may not broadcast advertisements.⁵ Although contributors of funds to such stations may receive on-air acknowledgements of their support, the Commission has held that such acknowledgements are for identification purposes only, and must not promote the contributors' products, services, or businesses.⁶ Specifically, such announcements must not contain comparative or qualitative descriptions, price information, calls to action, or inducements to buy, sell, rent, or lease.⁷

4. Section 301 of the Act requires that no person use or operate any apparatus for the transmission of energy or communications or signals by radio within the United States except under and in accordance with the Act and with a license. Section 73.845 of the Rules makes each LPFM licensee "responsible for maintaining and operating its broadcast station in a manner that complies with the technical rules set forth elsewhere in this part and in accordance with the terms of the station authorization." Section 73.875 addresses modification of an LPFM station's transmission system. It permits an LPFM station to, without prior authorization, replace "an antenna with one of the same or different number of antenna bays, provided that the height of the antenna radiation center is not more than 2 meters above or 4 meters below the authorized values." Should a station make such a change, it must submit a modification of license application within 10 days of commencing program test operations."

5. The Petition alleges Licensee violated the Underwriting Laws by airing advertisements on the Station. It also alleges that the Station is not operating from the location or with the antenna specified in its license in violation of Sections 73.845 and 73.875 of the Rules. Upon investigation of these allegations, the Bureau determined that Licensee violated the Underwriting Laws, Section 301 of the Act, and Sections 73.845 and 73.875 of the Rules. In light of these compliance issues, the Parties have agreed to enter into this Consent Decree by which both Licensee and the Bureau intend to be legally bound.

IV. AGREEMENT

6. The Parties acknowledge that any proceeding that might result from the Bureau's investigation of the Violations could be time-consuming and require substantial expenditure of public and private resources. In order to conserve such resources, resolve the matter, and promote Licensee's compliance with the Communications Laws, especially the Underwriting Laws, the Parties are entering into this Consent Decree, in consideration of the mutual commitments made herein.

7. The Parties agree to be legally bound by the terms and conditions of this Consent Decree. Both Licensee and the Bureau each represent and warrant that its signatory is duly authorized to enter into this Consent Decree on its behalf. Licensee agrees that the Bureau has jurisdiction over it and the matters contained in the Consent Decree.

⁴ 47 U.S.C. § 399b(a).

⁵ 47 U.S.C. § 399b(b)(2).

⁶ See *Policy Concerning the Noncommercial Nature of Educational Broadcasting Stations*, Public Notice, 7 FCC Rcd 827 (1986) ("1986 Public Notice").

⁷ See *id.*; see also *Xavier Univ.*, Memorandum Opinion and Order, 5 FCC Rcd 4920, 4921, para. 6 (1990), citing 1986 Public Notice, 7 FCC Rcd at 827.

8. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Licensee and the Bureau concerning the Violations at the Station, as discussed herein.

9. In express reliance on the covenants and representations in this Consent Decree, the Bureau agrees that it will not use the Violations in any action against the Licensee, provided that the Licensee satisfies all of its obligations under this Consent Decree. In the event that Licensee fails to satisfy any of its obligations under this Consent Decree, the Bureau may take any enforcement action available pursuant to the Act and the Rules with respect to the Violations, and or the violation of this Consent Decree.

10. As part of the Order, the Bureau shall terminate its investigation of the Violations and grant the Petition in part and dismiss or deny it in all other respects.

11. Licensee stipulates that it broadcast advertisements on the Station in violation of the Underwriting Laws and that the Station did not operate from the location or with the antenna specified in its license in violation of Section 301 of the Act and Sections 73.845 and 73.875 of the Rules.

12. In light of the Violations, Licensee agrees to pay a civil penalty to the United States Treasury in the amount of eight thousand eight hundred dollars (\$8,800) within thirty (30) calendar days after the Effective Date. Licensee will also send electronic notification of payment to Heather.Dixon@fcc.gov on the date said payment is made. Such payment will be made without further protest or recourse to a *trial de novo*, by a check or similar instrument, wire transfer or credit card and must include the Account Number and FRN referenced in the caption to the Order. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions that should be followed based on the form of payment selected:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed FCC Form 159) must be mailed to Federal Communications Commission, at P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank -- Government Lockbox # 979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank: TREAS NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed FCC Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the FCC Form 159 to authorize the credit card payment. The completed FCC Form 159 must then be mailed to the Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank -- Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

13. The Bureau agrees to grant the Permit Application, after the Effective Date, provided that the following conditions have been met: (1) the Licensee has fully and timely satisfied its obligation to pay the civil penalty referenced in paragraph 12 of this Consent Decree; and (2) there are no issues other than the Violations that would preclude grant of the Permit Application.

14. The Licensee represents that, in addition to its existing policies and procedures, it has adopted, is currently in the process of implementing, and agrees to abide by the Compliance Plan for the purpose of ensuring compliance with the Communications Laws, including the Underwriting Laws. The Licensee agrees, to the extent it has not already done so, to implement this Compliance Plan at the Station

no later than ninety (90) calendar days after the Effective Date and to keep such Compliance Plan in effect for two (2) years after the Effective Date.

15. The Licensee agrees that it is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. To the extent that the Licensee fails to satisfy any condition or Commission Rule, in the absence of Commission alteration of the condition or Rule, it will be deemed noncompliant and may be subject to possible enforcement action, including, but not limited to, revocation of this Consent Decree, designation of the matter for hearing, letters of admonishment and/or forfeitures.

16. The Consent Decree will be binding on Licensee's successors-in-interest and assigns. The Licensee agrees that any future application to assign or transfer control of the Station will include a statement executed by an authorized representative of the proposed assignee or transferee consenting to assumption of the responsibilities and duties set forth in this Consent Decree with regard to the Station.

17. The Licensee waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge the validity of this Consent Decree and the Order, provided the Order adopts the Consent Decree without change, addition or modification.

18. The Licensee agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. Section 504 and 47 C.F.R. Section 1.1501 et seq., relating to the matters discussed in this Consent Decree.

19. The Licensee and the Bureau agree that if the Licensee, the Commission or the United States on behalf of the Commission, brings a judicial action to enforce the terms of the Order adopting this Consent Decree, neither the Licensee nor the Commission will contest the validity of the Consent Decree or Order, and the Licensee and the Commission will waive any statutory right to a trial *de novo* with respect to any matter upon which the Order is based (provided in each case that the Order is limited to adopting the Consent Decree without change, addition, or modification), and will consent to a judgment incorporating the terms of this Consent Decree.

20. The Licensee and the Bureau agree that the effectiveness of this Consent Decree is expressly contingent upon issuance of the Order, provided the Order adopts the Consent Decree without change, addition or modification.

21. The Licensee and the Bureau agree that, in the event that this Consent Decree is rendered invalid by any court of competent jurisdiction, it will become null and void and may not be used in any manner in any legal proceeding.

22. This Consent Decree may be signed in counterparts and/or by telecopy and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed by telecopy or by original signatures.

FEDERAL COMMUNICATIONS COMMISSION

Michelle M. Carey
Chief, Media Bureau

Date

LIGHTHOUSE CHRISTIAN CENTER



Timothy D. Moen, President
Lighthouse Christian Center

Date August 10, 2017

22. This Consent Decree may be signed in counterparts and/or by telecopy and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed by telecopy or by original signatures.

FEDERAL COMMUNICATIONS COMMISSION



Michelle M. Carey
Chief, Media Bureau

8-23-2017

Date

LIGHTHOUSE CHRISTIAN CENTER

Timothy D. Moen, President
Lighthouse Christian Center

Date

APPENDIX**COMPLIANCE PLAN**

Licensee, or its successor-in-interest, as appropriate will institute the following procedures to ensure compliance with the Underwriting Laws. Unless otherwise provided, all terms defined in the Consent Decree apply to this Compliance Plan.

I. COMPLIANCE OFFICER

1. Within thirty (30) calendar days after the Effective Date, Licensee shall designate a management-level employee to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as Compliance Officer shall be responsible for implementing, and administering this Compliance Plan and ensuring that Licensee complies with the terms and conditions of this Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Underwriting Laws before assuming his/her duties.

II. COMPLIANCE EFFORTS.

2. Within sixty (60) calendar days after the Effective Date, if the Compliance Officer is not an FCC regulatory counsel or in-house counsel, Licensee shall consult with outside FCC regulatory counsel regarding Licensee's overall compliance with the Underwriting Laws. Such consultations shall occur on a biannual basis, if not more frequently.

3. Within sixty (60) calendar days after the Effective Date, Licensee shall establish standard, internal operating procedures and compliance policies (Operating Procedures) that all employees and agents of Licensee who perform, or supervise, oversee or manage the performance of duties related to Licensee's responsibilities under the Communications Laws, including the Underwriting Laws (Covered Employees), must follow to help ensure Licensee's compliance with the Communications Laws, including the Underwriting Laws. Licensee's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Licensee complies with the Underwriting Laws. The Compliance Officer, or a management-level employee of Licensee directly supervised by the Compliance Officer, shall review all scripts of underwriting announcements prior to broadcast. Licensee shall develop an Underwriting Compliance Checklist that describes the steps that a Covered Employee must follow to ensure that all material approved for broadcast is consistent with relevant past Commission precedent regarding the Underwriting Laws

4. Within ninety (90) calendar days of the Effective Date, Licensee shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Underwriting Laws, and set forth the Operating Procedures that the Covered Employees shall follow to help ensure Licensee's compliance with the Communications Laws, including the Underwriting Laws.

5. Licensee shall establish and implement a Compliance Training Program on compliance with the Underwriting Laws and the Operating Procedures. As part of the Compliance Training Program, Licensee shall advise Covered Employees of Licensee's obligation to report any noncompliance with the Underwriting Laws under paragraph 8 of this Compliance Plan and shall instruct on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within ninety (90) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Licensee shall repeat compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

6. Licensee shall summarize the Underwriting Laws for each prospective client before accepting any contract with a prospective client to air underwriting announcements over the Station, and shall prepare the underwriting announcement for the underwriter's review. Licensee shall have its Compliance Office review all underwriting announcements before they air. Licensee shall not broadcast over any Station any announcement that does not comply with the Underwriting Rules.

III. REPORTING

7. Licensee shall report any noncompliance with the Underwriting Laws and with the terms and conditions of this Compliance Plan within thirty (30) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Licensee has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that Licensee has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Audio Division, Media Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, D.C. 20554, with a copy submitted electronically to Peter.Doyle@fcc.gov and Heather.Dixon@fcc.gov.

8. Licensee shall file Compliance Reports with the Commission ninety (90) days after the Effective Date, twelve (12) months after the Effective Date, and twenty-four (24) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Licensee's efforts during the relevant period to comply with the terms and conditions of this Compliance Plan and the Underwriting Laws. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent and on behalf of Licensee, stating that the Compliance Officer has personal knowledge that Licensee: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in Paragraph 8 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with Section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.⁸
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent and on behalf of Licensee, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that Licensee has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that Licensee has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted to the Chief, Audio Division, Media Bureau, Federal Communications Commission, Room, 445 12th Street, S.W., Washington, D.C. 20554, with a copy submitted electronically to Peter.Doyle@fcc.gov and Heather.Dixon@fcc.gov.

⁸ See 47 C.F.R. § 1.16.